

JUDITH KAPLAN
COPY

12 CIV 7183

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IMAGEPOINT, INC.,

Plaintiff,

v.

Case No. _____

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

Defendant.



COMPLAINT

Plaintiff, ImagePoint, Inc., alleges as follows:

1. This Court has subject matter jurisdiction based up diversity of citizenship, 28 U.S.C. § 1332. Plaintiff is a citizen of Tennessee. Defendant is a citizen of New York. The amount in controversy exceeds \$75,000, exclusive of interests and costs.

2. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because the Defendant resides in this District. Moreover, the contract sued upon in this action contains a forum selection clause for this District. This Court has personal jurisdiction over the Defendant both because it performs substantial business in this District and has its headquarters located in this District and because it insisted in the contract sued upon that any action based on that contract be brought in this District.

3. Plaintiff and Defendant entered into the contract which is Attachment One this complaint. Plaintiff performed serviced and provided materials under the contract. Defendant has breached the contract by refusing to pay \$762,287.92 due under the contract.

4. Plaintiff sold products to defendant totaling \$802,082.74. The detail of the sales by plaintiff to defendant is Attachment 2 to the Complaint.

5. Defendant has not paid plaintiff the amounts due for said products, except for a deposit in the amount of \$39,794.82.

6. Plaintiff asserts that after all credits are applied by plaintiff, defendant owes plaintiff \$762,287.92.

7. In addition, Plaintiff is entitled to the recovery of prejudgment interest and under the contract it is also entitled to the recovery of a reasonable attorneys' fee and the expenses of this litigation.

8. Plaintiff has made demand on defendant for payment of the amounts which defendant owes plaintiff. Defendant has failed to pay the amounts which are owed Plaintiff.

COUNT ONE

9. Plaintiff realleges paragraphs 1 through 8 above as if fully set forth herein.

10. Defendant is liable to Plaintiff for breach of contract.

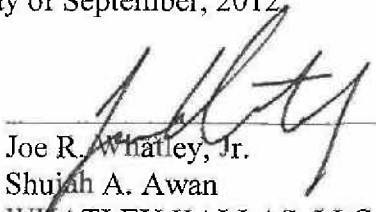
COUNT TWO

11. Plaintiff realleges paragraphs 1 through 10 above as if fully set forth herein.

12. As an alternative to the claim for breach of contract Plaintiff claims that Defendant has been unjustly enriched and that Defendant is liable to Plaintiff for the reasonable value of the work and labor performed and material provided

WHEREFORE, AND FOR ALL OF WHICH, Plaintiff asserts it is entitled to a judgment against the Defendant in the amount of \$762,287.92 plus pre-judgment interest and attorney's fees.

Respectfully submitted this 24 day of September, 2012.



Joe R. Whatley, Jr.

Shujah A. Awan

WHATLEY KALLAS, LLC

380 Madison Avenue, 23rd Floor

New York, NY 10017

(212) 447-7060

jwhatley@whatleykallas.com

sawan@whatleykallas.com